



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code		SC	Dept.	A	Contract Number	
<input type="checkbox"/> Change	SANBDNO081			MLH			
<input type="checkbox"/> Cancel							
County Department				Dept.	Orgn.	Contractor's License No.	
Behavioral Health				MLH	MLH		
County Department Contract Representative				Telephone		Total Contract Amount	
Doug Moore				(909)387-7589		\$ 52,284	
Contract Type							
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason: _____							
Commodity Code		Contract Start Date	Contract End Date	Original Amount		Amendment Amount	
		July 1, 2003	June 30, 2004				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
AAA	MLH	MLH	200	2445	10092847	\$52,284	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name			Estimated Payment Total by Fiscal Year				
General Mental			FY	Amount	I/D	FY	Amount
Health Services			03/04	\$52,284			
Contract Type – 2(b)							

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
San Bernardino Sexual Assault Services
 Address
505 N. Arrowhead Avenue, Suite 100
San Bernardino, CA 92401-1221
 Telephone
(909) 885-8884
 Federal ID No. or Social Security No.

hereinafter
 called _____ Contractor

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH:

WHEREAS, County desires to purchase and Contractor desires to provide certain mental health services; and,

WHEREAS, this agreement is authorized by law,

NOW, THEREFORE, the parties hereto do mutually agree to terms and conditions as follows:

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I Definition of Terminology

- A. Wherever in this document, and attachments hereto, the terms "contract" and/or "agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
- B. Definition of May, Shall and Should. Whenever in this document the words "may", "shall" and "should" have been used, the following definitions apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.

II Contract Supervision

The Director, Department of Behavioral Health (DBH), hereinafter referred to as Director, or designee, shall be the County employee authorized to represent the interests of the County in carrying out the terms and conditions of this contract. The Contractor shall provide, in writing, the names of the persons who are authorized to represent the Contractor in this agreement.

III Performance

- A. Contractor shall provide 230,040 minutes of outreach services under this agreement, which are further described in the attached addendum, to all persons requesting services within the County area served by the Contractor.
- B. Cultural Competency

The State Department of Mental Health mandates counties to develop and implement a Cultural Competency Plan for Medi-Cal beneficiaries. Policies and procedures and array of services must be culturally and linguistically appropriate. Contract agencies will be included in the implementation process and shall adhere to cultural competency requirements.

- 1. The DBH shall make available technical assistance to Contractor regarding cultural competency requirements.
- 2. The Contractor will make an effort to gather demographic information on its service area for service planning.

3. The DBH shall make available cultural competency training for DBH and Contractor personnel. Staff will be required to attend one cultural competency training per year at a minimum.
 4. The DBH shall make available annual training for personnel used as interpreters in threshold languages.
 5. The DBH shall make available technical assistance for Contractor in translating mental health information into the threshold language(s).
- C. If, for any reason, information in Addendum I conflicts with the basic agreement, then information in the Addendum I shall take precedence.

IV Funding

- A. The maximum financial obligation of the County is limited by the available State and County funds for this agreement. The maximum financial obligation of the County under this agreement shall not exceed the sum of Fifty Two Thousand Two Hundred Eighty Four Dollars (\$52,284), which represents the total of the maximum County funding allocation to Contractor.
- B. The maximum Net County funding allocation to Contractor for services furnished hereunder, unless adjusted downward as provided for in this agreement, is Fifty Two Thousand Two Hundred Eighty Four Dollars (\$52,284).
- C. It is understood between the parties that the Schedule A, attached, is a budgetary guideline required by the State of California. However, the maximum financial obligation of County under this Agreement is limited by mode of service reported on Schedule A. Funds may not be transferred between modes of service without the prior written approval of the Director or designee. The Contractor may submit a new Schedule A prior to April 15, 2004.
- D. Contractor agrees to accept a reduction of the dollar value of this contract, at the option of the County, if the annualized projected minutes of time for any mode of service based on claims submitted through February 2004, is less than 90% of the projected minutes of time for the modes of service as reported on Schedule A or as

revised and approved by the Director in accordance with Article IV, Paragraph C., above.

- E. If the annualized projected minutes of time for any mode of service, based on claims submitted through February 2004 is greater than/or equal to 110% of the projected minutes of time reported on Schedule A, or as revised and approved by the Director or designee in accordance with Article IV, Paragraph C., above, the County and Contractor agree to meet and discuss the possibility of renegotiating this agreement to accommodate the additional minutes of time provided.

V Payment

- A. In accordance with State of California audit/reimbursement policies, the County agrees to compensate Contractor for actual costs incurred by Contractor or actual claimed costs incurred by Contractor in performing the services described by this agreement up to the maximum financial obligation, as described in Article IV Funding, and as limited by the State of California Schedule of Maximum Reimbursement Rates, latest edition.
- B. Such actual costs or actual claimed costs shall be determined by a post contract audit which is described in Article VII Final Settlement: Audit.
- C. Pending a final settlement between the parties based upon the post contract audit, it is agreed that the parties shall make a preliminary cash settlement within 30 days of the expiration date of this agreement as described in Article VI Preliminary Settlement: Cost Report.
- D. During the term of this agreement, the County shall make interim payments to Contractor on a monthly basis as follows:
 - 1. Reimbursement for Net County services provided by Contractor will be at the actual cost to Contractor in providing said services.
- E. Contractor shall bill County monthly in arrears for Net County services provided by Contractor on claim forms provided by County. All claims submitted shall clearly reflect all required information specified regarding the services for which claims are

made. Each claim shall reflect any and all payments made to Contractor by, or on behalf of, patients. Claims for Reimbursement shall be completed and forwarded to County within ten days after the close of the month in which services were rendered. Within a reasonable period of time following receipt of a complete and correct monthly claim, County shall make payment in accordance with Article V, Paragraph D., above. Payment, however, for any mode of service covered hereunder, shall be limited to a maximum monthly amount, which amount shall be determined as noted in Article V, Paragraph E. 1., below.

1. No single monthly payment for Net County services shall exceed one-twelfth (1/12) of the maximum Net County allocation for the mode of service unless there have been payments of less than one-twelfth (1/12) of such amount for any prior month of the agreement. To the extent that there have been such lesser payments, then the remaining amount(s) may be used to pay monthly Net County services claims which exceed one-twelfth (1/12) of the maximum Net County allocation for that mode of service. The maximum Net County allocation for a particular mode of service is reflected in the Schedule A.

VI Preliminary Settlement: Cost Report

- A. Not later than 30 days after the expiration date or termination of this contract, unless otherwise notified by County, the Contractor shall provide the County Department of Behavioral Health with a complete and correct annual standard State of California Cost Report and a complete and correct State of California Cost Report for Short-Doyle/Medi-Cal services, when appropriate, except as noted in Article VI, Paragraph B., below.
- B. These cost reports shall be the basis upon which a preliminary settlement will be made between the parties to this agreement. In the event of termination of this contract by Contractor pursuant to Article IX Duration and Termination, Paragraph C., the preliminary settlement will be based upon the actual minutes of time which were provided by Contractor pursuant to this contract. The preliminary settlement shall not exceed Four Thousand Three Hundred Fifty Seven Dollars (\$4,357) multiplied by the actual number of months or portion thereof during which this contract was in effect.
- C. Notwithstanding Article VII Final Settlement: Audit, Paragraph E., County shall have the option:

1. To withhold payment, or any portion thereof, pending outcome of a termination audit to be conducted by County;
 2. To withhold any sums due Contractor as a result of a preliminary cost settlement, pending outcome of a termination audit or similar determination regarding Contractor's indebtedness to County and to offset such withholdings as to any indebtedness to County.
- D. The cost of services rendered shall be adjusted to the lowest of the following:
1. Actual costs; or,
 2. Maximum contract amount.
- E. In the event the Contractor fails to complete the cost report(s) when due, the County may, at its option, withhold any monetary settlements due the Contractor until the cost report(s) is (are) complete.
- F. Only the Director or designee may make exception to the requirement set forth in this Article VI, Paragraph A., by providing the Contractor written notice of the extension of the due date.
- G. If the Contractor does not submit the required cost report(s) when due and therefore no costs have been reported, the County may, at its option, request full payment of all funds paid Contractor under Article V Payment of this agreement. Contractor shall reimburse the full amount of all payments made by County to Contractor within a period of time to be determined by the Director.
- H. No claims for reimbursement will be accepted by the County after the cost report is submitted.

VII Final Settlement: Audit

- A. Contractor agrees to maintain and retain all appropriate service and financial records for a period of at least five years, or until audit findings are resolved, whichever is later. This is not to be construed to relieve Contractor of the obligations concerning

retention of medical records as set forth in Article XIX Medical Records, Paragraphs A. and B.

- B. Contractor agrees to furnish duly authorized representatives from County and State access to patient/client records and to disclose to State and County representatives all financial records necessary to review or audit contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Said County or State representative shall provide a signed copy of a confidentiality statement similar to that provided for in Section 5328(e) of the Welfare and Institutions Code, when requesting access to any patient records. Contractor will retain said statement for its records.
- C. If the appropriate agency of the State of California, or the County, determines that all, or any part of, the payments made by County to Contractor pursuant hereto are not reimbursable in accordance with this agreement, said payments will be repaid by Contractor to County. In the event such payment is not made on demand, County may withhold monthly payment on Contractor's claims until such disallowances are paid by Contractor and/or County may terminate and/or indefinitely suspend this agreement immediately upon serving written notice to the Contractor.
- D. The eligibility determination and the fees charged to, and collected from, patients whose treatment is provided for hereunder may be audited periodically by County and the State Department of Mental Health.
- E. If a post contract audit finds that funds reimbursed to Contractor under this agreement were in excess of actual costs or in excess of claimed costs (depending upon State of California reimbursement/audit policies) of furnishing the services, or in excess of the State of California Schedule of Maximum Allowances, the difference shall be reimbursed on demand by Contractor to County using one of the following methods, which shall be at the election of the County:
 - 1. Payment of total.
 - 2. Payment on a monthly schedule of reimbursement.
 - 3. Credit on future claims.

- F. If there is a conflict between a State of California audit of this agreement and a County audit of this agreement, the State audit shall take precedence.

VIII Single Audit Requirement

- A. Pursuant to OMB Circular A-133, Contractors expending \$300,000 or more in Federal funds in a year through a contract with County must have a single or program-specific audit performed which shall comply with the following requirements:
1. The audit shall be performed in accordance with OMB Circular A-133 (revised June 24, 1997), Audits of States, Local Governments, and Non-Profit Organizations.
 2. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, 1994 Revision, issued by the Comptroller General of the United States.
 3. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year.
 4. The cost of the audit made in accordance with OMB Circular A-133 can be charged to applicable Federal funds. Where apportionment of the audit is necessary, such apportionment shall be made in accordance with generally accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Contractor's total revenue.
 5. The work papers and the audit reports shall be retained for a minimum of three (3) years from the date of the audit reports, and longer if the independent auditor is notified in writing by the County to extend the retention period.
 6. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.
 7. The Contractor is responsible for follow-up and corrective action of any material audit findings in the single or program-specific audit report, as directed by the County in coordination with the State.

IX Duration and Termination

- A. The term of this agreement shall be from July 1, 2003, through June 30, 2004, inclusive.
- B. This agreement may be terminated immediately by the Director at any time if:
 - 1. The appropriate office of the State of California indicates that this agreement is not subject to reimbursement under law; or
 - 2. There are insufficient funds available to County; or
 - 3. The Contractor is found not to be in compliance with any or all of the terms of the following Articles of this agreement: XII Personnel, XIII Licensing and Certification, or XXII Indemnification and Insurance.
- C. Either the Contractor or Director may terminate this agreement at any time for any reason or no reason by serving 30 days' written notice upon the other party.
- D. This agreement may be terminated at any time without 30 days' notice by the mutual written concurrence of both the Contractor and the Director.

X Accountability - Revenue

- A. Total revenue collected pursuant to this agreement from fees collected for services rendered and/or claims for reimbursement from the County cannot exceed the cost of services delivered by the Contractor. In no event shall the amount reimbursed exceed the cost of delivering services.
- B. Charges for services to either patients or other responsible persons shall be at estimated actual costs.
- C. If this agreement is terminated, all revenue received from any source during the operative period of this agreement must be reported to the County until the Contractor has submitted its cost report in accordance with Article VI Preliminary Settlement: Cost Report.

- D. Contractor acknowledges that it is obligated to report all revenue received from any source, including Medicare revenue, in its monthly claim for reimbursement, pursuant to Article V Payment, and in its cost report in accordance with Article VI Preliminary Settlement: Cost Report.

XI Patient/Client Billing

- A. Contractor shall exercise diligence in billing and collecting fees from patients for services under this agreement.
- B. The State of California "Uniform Method of Determining Ability to Pay" (UMDAP) shall be followed in charging clients for services under this agreement.
- C. The State of California "Uniform Billing and Collection Guidelines" shall be followed in the billing and collecting of patient fees.

XII Personnel

- A. Contractor shall operate continuously throughout the term of this agreement with at least the minimum number of staff as required by Title 9 of the California Code of Regulations for the mode(s) of service described in this agreement. Contractor shall also satisfy any other staffing requirements necessary to participate in the Medi-Cal program, if so funded.
- B. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. If during the course of the administration of this agreement, the County determines that the Contractor has

made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

XIII Licensing and Certification

Contractor shall operate continuously throughout the term of this agreement with all licenses, certifications and/or permits as are necessary to the performance hereunder.

XIV Administrative Procedures

- A. Contractor agrees to adhere to all applicable provisions of:
 - 1. State Department of Mental Health Information Notices, and;
 - 2. County Department of Behavioral Health Standard Practice Manual (SPM). Both the State Department of Mental Health Information Notices and County SPM are included as a part of this contract by reference.
- B. If a dispute arises between the parties to this agreement concerning the interpretation of any State Department of Mental Health Information Notice or County SPM, the parties agree to meet with the Director to attempt to resolve the dispute.
- C. State Department of Mental Health Information Notices shall take precedence in the event of conflict with the terms and conditions of this agreement.

XV Laws and Regulations

Contractor agrees to comply with all applicable provisions of:

- A. California Code of Regulations, Title 9
- B. California Code of Regulations, Title 22
- C. Welfare and Institutions Code, Division 5

- D. Policies as identified in State policy letters and the Cost Reporting/Data Collection (CR/DC) Manual, latest edition.
- E. Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Regulations, Contractor shall comply with the terms and conditions as set forth in the attached Business Associate Agreement, hereby incorporated by this reference as Attachment I.

XVI Patients' Rights

Contractor shall take all appropriate steps to fully protect patients' rights, as specified in Welfare and Institutions Code Sections 5325 et seq.

XVII Confidentiality

Contractor agrees to comply with confidentiality requirements contained in the Welfare and Institutions Code, commencing with Section 5328.

XVIII Admission Policies

- A. Contractor shall develop patient/client admission policies which are in writing and available to the public.
- B. Contractor's admission policies shall adhere to policies that are compatible with Department of Behavioral Health service priorities, and Contractor shall admit clients according to procedures and time frames established by the Department of Behavioral Health.
- C. If Contractor is found not to be in compliance with the terms of this Article XVIII, this agreement may be subject to termination.

XIX Medical Records

- A. Contractor agrees to maintain and retain medical records according to the following:

The minimum legal requirement for the retention of medical records is:

1. For adults and emancipated minors, seven years following discharge (last date of service);
2. For unemancipated minors, at least one year after they have attained the age of 18, but in no event less than seven years following discharge (last date of service).

- B. Contractor shall ensure that all patient/client records comply with any additional applicable State and Federal requirements.

XX Quality Assurance/Utilization Review

When quality of care issues are found to exist by DBH, Contractor shall submit a Plan of Correction for approval by the DBH Compliance Unit.

XXI Independent Contractor Status

Contractor understands and agrees that the services performed hereunder by its officers, agents, employees, or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of the County. All personnel, supplies, equipment, furniture, quarters, and operating expenses of any kind required for the performance of this contract shall be provided by Contractor.

XXII Indemnification and Insurance

- A. Indemnification - The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of claim therefore, except where such indemnification is prohibited by law.

B. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

1. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Worker's Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

2. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
3. Errors and Omission Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
4. Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

C. Additional Named Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional

endorsements naming the County and its employees, agents, volunteers and officers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

- D. Waiver of Subrogation Rights - Except for Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
- E. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- F. Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
- G. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be

made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

XXIII Nondiscrimination

- A. General. Contractor agrees to serve all patients without regard to race, color, sex, religion, national origins or ancestry pursuant to the Civil Rights Act of 1964, as amended (42 USCA, Section 2000 D), and Executive Order No. 11246, September 24, 1965, as amended.
- B. Handicapped. Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 1202 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto.
- C. Employment and Civil Rights. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:
 - 1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from County DBH Contracts Unit.

2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan.

XXIV Assignment

- A. This agreement shall not be assigned by Contractor, either in whole or in part, without the prior written consent of the Director.
- B. This contract and all terms, conditions and covenants hereto shall inure to the benefit of, and binding upon, the successors and assigns of the parties hereto.

XXV Conclusion

- A. This agreement consisting of nineteen (19) pages, Schedule A, Exhibit A, Exhibit B, Addendum I, Attachment I and Attachment II, inclusive is the full and complete document describing the services to be rendered by Contractor to County, including all covenants, conditions and benefits.
- B. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this agreement to be subscribed by the Clerk thereof, and Contractor has caused this agreement to be subscribed on its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF SAN BERNARDINO

(Print or type name of corporation, company, contractor, etc.)

▶ _____
Dennis Hansberger, Chairman, Board of Supervisors

By _____
(Authorized signature - sign in blue ink)

Dated: _____

Name _____
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD




Title _____
(Print or Type)

Clerk of the Board of Supervisors
of the County of San Bernardino.

Dated: _____

By _____
Deputy

Address

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
		
County Counsel		Department Head
Date	Date	Date

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database		<input type="checkbox"/> FAS
Input Date	Keyed By	

/Controller-Recorder Use Only

Contract Database <input type="checkbox"/> FAS	
it Date	Keyed By

SCHEDULE A

SCHEDULE A

Page 1 of 2

Prepared by: Candy Stallings

Title: Executive Director

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
ACTUAL COST
SCHEDULE "A" PLANNING ESTIMATES
FY 2003 - 2004

Contractor Name: Sexual Assault Services

Address: 505 N. Arrowhead Ave, Suite 100

San Bernardino, CA 92401

Date Form Completed: 3/19/2003

		PROVIDER NUMBER	8623	8623					
LINE		MODE OF SERVICE	45	45					TOTAL
#		SERVICE FUNCTION	01-09	10-50					
EXPENSES									
1		SALARIES	11,744	18,629					30,373
2		BENEFITS	2,204	3,143					5,347
3		OPERATING EXPENSES	8,995	7,569					16,564
4		TOTAL EXPENSES (1+2+3)	22,943	29,341					52,284
AGENCY REVENUES									
5		PATIENT FEES	0	0					0
6		PATIENT INSURANCE	0	0					0
7		MEDI-CARE	0	0					0
8		GRANTS/OTHER	0	0					0
9		TOTAL AGENCY REVENUES (5+6+7+8)							0
10		CONTRACT AMOUNT (4-9)	22,943	29,341					52,284
FUNDING									
11		MEDI-CAL 100.00%	0	0					0
12		MEDI-CAL - COUNTY SHARE 48.60%	0	0					0
13		MEDI-CAL - FEDERAL SHARE 51.40%	0	0					0
14		HEALTHY FAMILIES 100.00%	0	0					0
15		HEALTHY FAMILIES - COUNTY SHARE 33.83%	0	0					0
16		HEALTHY FAMILIES - FEDERAL SHARE 66.17%	0	0					0
17		EPSDT 100.00%	0	0					0
18		FUNDING SUBTOTAL (11+14+17)	0	0					0
19		NET COUNTY FUNDS (10-18)	22,943	29,341					52,284
20		COUNTY ALLOCATION (12+15+17+19)	22,943	29,341					52,284
21		FEDERAL ALLOCATION (13+16)	0	0					0
22		TOTAL FUNDING (20+21)	22,943	29,341					52,284
23		UNITS OF TIME	96,360	133,680					230,040
24		COST PER UNIT OF TIME (4 / 23)	\$ 0.24	\$ 0.22					
25		UNITS OF SERVICE	1,606	2,228					3,834

APPROVED:

PROVIDER AUTHORIZED SIGNATURE

DATE

CONTRACTS MANAGEMENT

DATE

DBH PROGRAM MANAGER

DATE

SCHEDULE A

FY 2003 - 2004

CONTRACTOR:

Name	Degree/ License	Position Title	Full Time Annual Salary	Full Time Fringe Benefits	Total Full Time Salaries & Benefits	% Time Spent on Contract Services	Total Salaries and Benefits Charged to Contract Services	Budgeted Units of Contract Services
Candy Stallings	Certificate/BA	Executive Director	46,500	7,733	54,233	20%	10,847	
Tracy Smith	Certificate/AA	Office Manager	33,705	6,198	39,903	8%	3,092	
Nicole Douglas	Certificate/AA	Program Coord. I	33,705	5,934	39,639	25%	9,910	
Misty Jardine	Certificate/AA	Program Coord II	24,979	4,731	29,710	10%	2,971	
Bev Zimmerman	Certificate/AA	Prev. Educator I	33,705	7,175	40,880	7%	2,862	
Winette Daugherty	Certificate/AA	Prev. Educator II	23,566	4,819	28,385	6%	1,703	
Melissa Ward	Certificate/AA	Prev. Educator III	16,380	3,785	20,165	15%	3,025	
Sylvia Compos	Certificate/AA	Bilingual Com. Ed.	21,840	4,386	26,226	5%	1,311	
Detail of Fringe Benefits: Employer FICA/Medicare, Workers Compensation,				Total Program		TOTAL		
				0.96		COST:	\$35,720	

Detail of Fringe Benefits: Employer FICA/Medicare, Workers Compensation, Unemployment, Vacation Pay, Sick Pay, Pension and Health Benefits

* = Sub-Contracted Person listed on Schedule "A" Planning as operating expenses, not salaries & benefits.

APPROVED:

PROVIDER AUTHORIZED SIGNATURE	DATE	CONTRACTS MANAGEMENT	DATE	DBH PROGRAM MANAGER	DATE
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STATE OF CALIFORNIA-HEALTH AND WELFARE AGENCY

DEPARTMENT OF MENTAL HEALTH

NON-HOSPITAL PROVIDER COST REPORT
SCHEDULE I
COMPUTATION OF YEAR-END SETTLEMENT
FOR CONTRACTED SERVICES
MH 1950 (7/94)

PROGRAM TYPE

COUNTY OF San Bernardino

TYPE OF ORGANIZATION:
(CHECK ONE)

PROFIT

FISCAL YEAR

NONPROFIT

PROVIDER NAME

ACCOUNTING METHOD:
(CHECK ONE)

CASH

PROVIDER'S FISCAL
PERIOD ENDING

SHORT DOYLE
PROVIDER NUMBER

ACCRUAL

MODIFIED ACCRUAL

FOR LESS THAN FISCAL
YEAR IN SHORT-DOYLE
ENTRY OR EXIT DATE

	1	2	3	4	5	6	7	8	9	10
MODE OF SERVICE CODE	15	15	15	15						
SERVICE FUNCTION CODE	01-09	10-50	60	70						TOTAL
1 SALARIES & EMPLOYEE BENEFITS										1
3 OPERATING EXPENSES										3
5 OTHER										5
11 GROSS COST										11
12 TOTAL MINUTES										12
14 COST PER MINUTE										14
16 SHORT-DOYLE MINUTES										16
18 COST OF SHORT-DOYLE MINUTES										18
20 REVENUE FROM SHORT/DOYLE MINUTES										20
22 GRANTS RECEIVED										22
24 PATIENT FEES										24
26 PATIENT INSURANCE										26
28 MEDI-CAL/FEDERAL										28
30 MEDI-CAL/NON-FEDERAL										30
32 MEDICARE										32
34 OTHER REVENUES										34
36 TOTAL REVENUE FROM SHORT/DOYLE MINUTES										36
38 NET COST OF S/D MINUTES										38
44 MAXIMUM CONTRACT AMOUNT										44
46 MAXIMUM COST SUBJECT TO REIMBURSEMENT										46
48 LESS: AMOUNT RECEIVED FROM COUNTY										48
50 BALANCE DUE (COUNTY) PROVIDER										50
86 UNITS OF TIME (1/4 HOUR)										86

SIGNATURE _____ DATE _____

**SAN BERNARDINO SEXUAL ASSAULT SERVICES, INC.
505 N. Arrowhead Avenue, Suite 100
San Bernardino, CA 92401-1221
(909) 885-8884**

FY 2003-2004

MONTHLY NARRATIVE REPORT
(Due by the 5th of each month)

HIGHLIGHT AREA

Positive things the agency accomplished for the month (No more than 2 paragraphs).

- I. ADMINISTRATIVE AREAS/ISSUES
- II. PREVENTION AREA/ISSUES
- III. CLERICAL AREA/ISSUES

Note: This report should not exceed 3 pages.

STATISTICAL/PRODUCTIVITY REPORT

I. UNITS

TOTAL NUMBER OF CLIENTS SERVED _____

AVERAGE CASELOAD BY STAFF _____

II. CRISIS INTERVENTION

NUMBER OF CRISIS INTERVENTION SERVICES _____

NUMBER OF FOLLOW UPS _____

NUMBER OF DBH REFERRALS _____

NUMBER OF NO SHOWS _____

NUMBER OF CLIENTS RESCHEDULED BY AGENCY _____

NUMBER CANCELED BY CLIENT _____

III. OUTREACH PREVENTION

OUTREACH SERVICES _____

NUMBER OF PRESENTATIONS FOR THE MONTH _____

NUMBER IN ATTENDANCE _____

TOTAL HOURS OF TRAINING _____

NAME OF AGENCY/GROUP

LOCATION

DATES

ADDITIONAL ACTIVITIES REQUIRING BEHAVIORAL HEALTH FUNDING

Report Completed By: _____ Date: _____

**SAN BERNARDINO SEXUAL ASSAULT SERVICES, INC.
505 N. Arrowhead Avenue, Suite 100
San Bernardino, CA 92401-1221
(909) 885-8884**

FY 2003-2004

I. DEFINITION OF RECOVERY, WELLNESS, AND DISCOVERY AND REHABILITATIVE MENTAL HEALTH SERVICES

- A. Mental Health Recovery, Wellness, and Discovery is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing his/her desired results. Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing mental health services.

It is believed that all clients can recover, even if that recovery is not complete. The Recovery, Wellness, and Discovery approach involves collaborating with the client to facilitate hope and empowerment, with the goals of counteracting internal and external "stigma," improving self-esteem, encouraging client self-management of his/her life and making his/her own choices and decisions, re-integrating the client back into his/her community as a contributing member, and achieving a satisfying and fulfilling life.

II. EDUCATION, PREVENTION AND OUTREACH SERVICES

Eight hundred (800) staff/volunteer hours will be devoted to providing 36 awareness and prevention programs to community groups and organizations. Verification of each

ADDENDUM I

presentation must be documented and reflect presenters, name of group or organization, location, contact person, phone number, date and number of participants.

III. CLIENT SERVICES

- A. Provide three volunteer training programs for new counselors which consist of a minimum of 39 hours of training.
- B. Provide 500 crisis interventions to victims of sexual assault as requested by law enforcement agencies. Services will consist of the following:
 - 1. Face-to-face crisis intervention services
 - 2. Follow up
 - 3. Referral services

Verification of each one of these services must be documented by the agency and should correspond to monthly claims submitted to the Department of Behavioral Health for reimbursement.

IV. CLAIMS REIMBURSEMENT

Reimbursement claims must be accompanied by stat report in order to be reimbursed. Claims and stat reports must be forwarded to designee (San Bernardino Regional Program Manager) for review prior to reimbursement.

V. MEETINGS

- A. The agency director must attend monthly regional meetings.
- B. Copies of minutes of internal staff meetings will be forwarded to Regional Program Manager.

VI. ADMINISTRATIVE REQUIREMENTS

- A. An annual report describing the agency's goals and accomplishments with DBH funding for calendar year 2002 will be due to the Regional Program Manager November 30, 2003.
- B. Agency must submit a monthly report to the regional program by the fifth of each month. The report must correspond to outline required by Program Manager (Exhibit B, Page 1 of 2 and Page 2 of 2, attached).

BUSINESS ASSOCIATE AGREEMENT

Except as otherwise provided in this Agreement, CONTRACTOR, hereinafter referred to as BUSINESS ASSOCIATE, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 160, 162, and 164, hereinafter referred to as the Privacy Rule.

I. Obligations and Activities of Business Associate.

- A. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- B. Business Associate shall implement administrative, physical, and technical safeguards to:
 - 1. Prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 - 2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- C. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- E. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, shall comply with the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- F. Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, in order to meet the requirements of 45 CFR 164.524.
- G. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.
- H. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- I. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- J. Business Associate shall provide to Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with provision (I), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- K. Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained (and return or destroy all other Protected Health Information) received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with notification of the conditions that make return not feasible.

II. Specific Use and Disclosure Provisions.

- A. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- B. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- D. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

III. Obligations of Covered Entity.

- A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in

accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

IV. General Provisions.

- A. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.
- B. Ownership. The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.
- C. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- D. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- E. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

INFORMATION SHEET *(one Information Sheet per Clinic)*

CONTRACTOR SHALL COMPLETE SECTION I OF THIS FORM AND RETURN TO SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH CONTRACTS UNIT.

SECTION I: CONTRACTOR INFORMATION			
Contractor Name:			
Address <i>(including City, State and Zip Code)</i> :			Phone:
Web Site:	Email:	Fax:	
Clinic Site Name <i>(If Different from Contractor)</i> :			
Address <i>(including City, State and Zip Code)</i> :			Phone:
Web Site:	Email:	Fax:	
Clinic Contact:		Title:	
Contract Signature Authority:			
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: ()	E-Mail:	Phone #: ()	E-Mail:
Claim Signature Authority:			
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: ()	E-Mail:	Phone #: ()	E-Mail:
SECTION II: DBH INFORMATION			
Contract Mailing Address:		Contracts Unit:	
San Bernardino County Department of Behavioral Health Contracts Unit 700 E. Gilbert Street, Bldg #3 San Bernardino, CA 92415-0920		Myron Hilliard, Accounting Tech 909-387-7592 E-Mail: mhilliard@dbh.sbcounty.gov Doug Moore, Staff Analyst II 909-387-7589 E-Mail: dmoore@dbh.sbcounty.gov Patty Glas, Admin Supervisor II 909-387-7170 E-Mail: pglas@dbh.sbcounty.gov Unit Fax #: 909-387-7593	

DBH Program Contacts:

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